

CAMEO, INCORPORATED
Cosmetics & Health Care Products



August 9, 2001

AUG 20 REC'D

Mr. Thomas Nash
US Environmental Protection Agency
Region 5
77 West Jackson Blvd.
Chicago, IL 60604-3590

US EPA RECORDS CENTER REGION 5



463504

re: Chemical Recovery Systems Clean up Site

Dear Mr. Nash,

At the 6/27/01 meeting in Chicago we spoke briefly regarding Cameo's involvement in this clean up as we have only been incorporated since 9/11/87. The name "Cameo", along with various assets and trademarks was purchased out of the 1987 Chapter 11 Bankruptcy of the prior company.

I have enclosed copies of the offer and bill of sale for the assets as well as documents relevant to the asset sale.

We respectfully request the removal of Cameo, Inc. from the list of involved participants in the clean up of the above site. If you need further information or clarification, please contact me.

Sincerely,

Brandon L. Ison
V. P. Operations

cc: file

O. E. Mac Corporation
(Formerly Cameo, Inc.)
P.O. Box 1080
Toledo, Ohio 43697

November 11, 1987

To Creditors involved in the
Bankruptcy No. 8700016 of Cameo, Inc.

RE: Bankruptcy dismissal and
name change of Cameo, Inc.
to O. E. Mac Corporation

Gentlemen:

The bankruptcy of the company formerly known as Cameo, Inc. (now known as O. E. Mac Corporation) has been dismissed subsequent to the sale of all of its assets, approved by the U.S. Bankruptcy Court, to another company. Payment of the proceeds of sale made to the only secured creditor. Accordingly, the O. E. Mac Corporation has no assets and is no longer doing business.

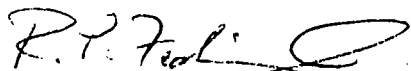
Among the assets sold was the name Cameo and various trademarks. The buyer has all rights to use of the name but has no connection with the old Cameo, Inc., now known as O. E. Mac Corporation.

The O. E. Mac Corporation will exist only until its charter is cancelled for non-activity. Tax reporting and relative requirements will be handled accordingly.

Any communication with the O. E. Mac Corporation (formerly Cameo, Inc.) must be addressed to:

O. E. Mac Corporation
P.O. Box 1080
Toledo, Ohio 43697

Sincerely,



R.P. Fedynich, President
O. E. Mac Corporation

RF/ml

BARKAN & ROBON

WILLIAM I. BARKAN
MARVIN A. ROBON
RUSSELL R. MILLER
A. THOMAS CHRISTENSEN
PAUL A. RADON
CYNTHIA W. GOOBIEY
F. MARK MAIER

ATTORNEYS AT LAW
SUITE 405 SPITZER BUILDING
TOLEDO, OHIO 43604
(419) 244-5591

J. EUGENE FARBER
(1897-1983)

September 11, 1987

E. Lee Ison, Inc.
4532 Corey Road
Toledo, Ohio 43623

RE: Purchase of Assets of Cameo, Inc.

Gentlemen:

The undersigned has acted as counsel to Cameo, Inc. in connection with its bankruptcy proceedings in Case No. 87-00016, United States Bankruptcy Court, Northern District of Ohio, Western Division, and in connection with its sale of substantially all of its assets to E. Lee Ison, Inc.

In connection with the foregoing, we have reviewed such documents and made such inquiries of Cameo, Inc. and its representatives as we deemed reasonably appropriate in connection with the following opinions.

1. Cameo, Inc. is a duly organized and validly existing corporation in good standing under the laws of the State of Ohio.
2. Cameo, Inc. has the corporate power to carry on its business as it is presently being conducted, to enter into this Agreement, to assign, transfer and deliver to E. Lee Ison, Inc. the properties and assets of Cameo, Inc. as contemplated by the Agreement for Purchase and Sale of Assets executed concurrently herewith, and to carry out the provisions thereof.
3. All corporate proceedings required by law or by the provisions of this Agreement to be taken by the Board of Directors and Sole Shareholder of Cameo, Inc. on or prior to the date of the Agreement for Purchase and Sale of Assets in connection with the consummation of the transactions contemplated by it, have been duly and validly taken.
4. The Agreement for Purchase and Sale of Assets and the instruments executed and delivered to purchaser

BARKAN & ROBON

TOLEDO, OHIO 43604

E. Lee Ison, Inc.

-2-

September 11, 1987

pursuant to it have been fully and properly authorized, executed and delivered, and, to the best of counsel's knowledge at this time, constitute the legal, valid and binding obligation of Cameo, Inc. for the sole stockholder of it, enforceable in accordance with their terms.

5. Other than as disclosed to E. Lee Ison, Inc. by Cameo, Inc. this date, we have no knowledge of any litigation, proceeding, or governmental investigation (whether state or federal) or labor dispute or labor trouble pending or threatened against or relating to Cameo, Inc. or its properties and assets.
6. All actions relating to the sale contemplated by the Agreement for Purchase and Sale of Assets executed concurrently herewith, currently required by the U.S. Bankruptcy Code, and rules adopted in connection therewith, and local Bankruptcy Court rules and practice, have been taken, without objection, and Cameo, Inc. is, on that basis, authorized to conclude the sale contemplated by the Agreement for Purchase and Sale of Assets.

This letter of opinion is given solely to induce E. Lee Ison, Inc. to conclude the purchase of the assets of Cameo, Inc. and no other party is entitled to rely hereon.

Very truly yours,

BARKAN & ROBON

By 
Russell R. Miller

RRM/ss

CONSENT TO ACTION TAKEN BY SOLE SHAREHOLDER
AND SOLE DIRECTOR OF
CAMEO, INC.
IN LIEU OF SPECIAL MEETING

The undersigned, being the sole Shareholder and sole Director of Cameo, Inc. (the "Corporation") and the only person entitled to notice of, to attend and to vote at a Special Meeting of the Shareholders or Board of Directors of the Corporation, does hereby authorize, consent and agree that the following actions may be taken and resolutions adopted in lieu of a Special Meeting in accordance with Section 1701.54 of the Ohio Revised Code:

WHEREAS, notice to all the Corporation's creditors having been given, without objection, in the Corporation's bankruptcy proceedings in Case No. 87-00016, U.S. Bankruptcy Court, Northern District of Ohio, Western Division, of the Corporation's intent to sell all its assets,

RESOLVED, that the Corporation sell its fixed assets and inventory to E. Lee Ison, Inc.;

RESOLVED, FURTHER, that the President of the Corporation, Robert P. Fedynich, be, and he hereby is, authorized to prepare or to cause to be prepared all necessary documents, including a bill of sale, an assignment and all other documents necessary to conclude the transaction, and by his simple signature execute all necessary documents and bind the Corporation thereby; and

RESOLVED, FURTHER, that the Corporation by a consent to be signed by its President or Secretary, consents to the use by E. Lee Ison, Inc., an Ohio corporation, of the name "Cameo", "Cameo, Inc." or any name similar thereto.

Dated this 11th day of September, 1987.

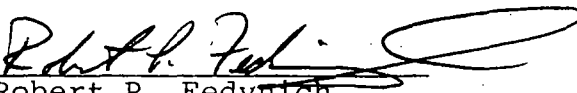

Robert P. Fedynich

ASSIGNMENT

For and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and notice to all creditors having duly been given, without objection, in Bankruptcy Case No. 87-00016, United States Bankruptcy Court, Northern District of Ohio, Western Division, CAMEO, INC., P. O. Box 535, Toledo, Ohio 43693 ("Assignor"), hereby sells, assigns, transfers, conveys and sets over, without recourse, to E. LEE ISON, INC. all of Assignor's right, title and interest in its trade names, trademarks, service marks, logo, customer list, and contracts listed on Exhibit A hereto or accompanying this Assignment.

This Assignment is executed and effective this 11th day of September, 1987.

CAMEO, INC.

By 
Robert P. Fedynich
President

BILL OF SALE.

Know All Men By These Presents

That Cameo, Inc.

of P.O. Box 535, Toledo, OH 43693, the Grantor....., for the consideration of

One Dollars (\$ 1.00)

paid by E. Lee Ison, Inc.

of Toledo Ohio

pursuant to proceedings in the Bankruptcy Court for the Northern District of Ohio, Western Division, Case No. 87-00016, which is hereby acknowledged, does hereby grant, bargain, sell, transfer and deliver unto the

said Grantee....., the following described goods and chattels, to-wit: any and all fixed assets, including without limitation the items listed on composite exhibit A, its interest in the formulae named on exhibit B, and all inventory, all of which are located at Ampoint Industrial Complex, 758-2d Street Building #2, Perrysburg, Ohio, 43551.

TO HAVE AND TO HOLD the same unto the said Grantee....., and its..... executors, administrators, and assigns, forever.

And the said Grantor..... hereby covenant S. to and with the said Grantee..... that said Grantor..... is the lawful owner..... of the above described goods and chattels; that the same are free from all incumbrances whatsoever; that said Grantor..... has good right to sell the same as aforesaid, pursuant to proceedings in the Bankruptcy Court for the Northern District of Ohio, Western Division, Case No. 87-00016, and that said Grantor..... will warrant and defend the same against all lawful claims and demands whatsoever.

IN WITNESS WHEREOF, the said Cameo, Inc.

has hereunto set its hand the 11th day of SEPTEMBER, 1987.

Signed and delivered in presence of:

Cameo, Inc.

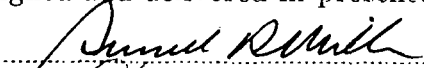
by: 
ROBERT P. FEDYNICH, President
Chris E. Steiner

EXHIBIT A

1. pH meter, Fisher Acumet
M-220
2. Viscometer, Brookfield
M-RTV S-34353
3. Oven, Fisher Scientific Lab
4. Refrigerator, Juliette (small lab)
5. Balance, Mettler
M-P1200N
6. Analytical balance, Mettler
M-H31
7. Glassware and misc. equipment and tools in lab
8. Cabinets, sinks and range in lab
9. Oven, Precision Scientific (broken)
Cat-31478 S-21-AC-6
10. Tank, 100 gal. Vert SS on stand
11. Tank, 100 gal. Vert SS on stand
12. Hoist $\frac{1}{2}$ ton, Coffing
Series JF $\frac{1}{2}$
13. (3) Drum stands, 55 gal.
14. Coke machine, old bottle only
15. Viscometer, Brookfield
M-LVF S-27414
16. Freezer, chest
17. Meter pump, Airpower Slugger (W. Rupp Co.)
M-SL11-A S-19878
18. Tac seal gluer (OI)
19. Tac seal gluer (same as OI)
20. Bivans Tuckomat Cartoner
M-50 S-14-305
21. 5hp rt. angle motor
22. Accumulator table
23. Kiwi bottom coder
M-S1536P

46	24.	Cap assembly turntables 25" dia.
50	25.	Air compressor, Red, Westinghouse 2 hp
51	26.	Air compressor, Blue, 2 hp on casters
52	27.	(2) Clamco heat tunnels 550°F 25" long, opening 15"W x 12"H
53	28.	Sergeant heat tunnel 550°F 15" long, opening 13"W x 6"H
54	29.	L-sealer with stand, Weldatron M-252A 20" x 18"
55	30.	L-sealer, Sergeant M-1620T 18" x 18"
57	31.	Accumulator 12" long, 4 lane
58	32.	Overhead conveyor 24' long 16" wide
59	33.	Ideal tube stitcher with 32 boxes of coppered wire .020 x .060
60	34.	(2) Carousel mixers
62	35.	(2) Bottle bin feeders (wood & wire) (1) 4'L x 4'W x 2'H / (1) 4½'L x 4'W x 2'H Both on legs
66	36.	Toledo Scale, upright dial 400#
67	37.	Container hot stamper, 4 station
68	38.	3 ton press
69	39.	Misc. screening accesories and inks
70	40.	Misc. hot stamp accesories, foils, stock
71	41.	Strapping bander and tools
72	42.	(2) Drum trucks
73	43.	(3) Pallet trucks
74	44.	Electric Stacker, Yale M-VFB 305071 S-SZ37004
75	45.	Electric Stacker, Big Joe M-1056S S-38752
76	46.	Misc. Skate conveyors & stands

- 77 47. (2) Pabich Ideal wire stitchers
- 78 48. Conveyor line, blue 13', $\frac{1}{2}$ hp drive
- 79 49. National 1 stem filler w/piston
M-AB-5 130cc
- 80 50. National 1 stem filler w/o piston
M-AB 50cc
- 81 51. Alloyd blister line & 2 conveyor tables
M-6SCBE
- 82 52. Tape machine Loveshaw Little David
Top & bottom M-LD1D S-8705771
- 83 53. Tape machine Scotch top & bottom
M-674 S-4015
- 84 54. (4) Production lines w/fill stations
and plumbing
- 85 55. (4) Vacuum pumps
(2) M-2065 (2) M-1065
- 86 56. (4) Kinsley Rolltite cappers
- 87 57. (3) Avery 500 PS Labelers
(2) M-500M (1) M-500
- 88 58. (2) Gottscho code imprinter/hot stamper
M-2400-1 ALS Wrapaprinta
- 89 59. Norwood code imprinter/hot stamper
M-K05 $\frac{1}{2}$ " foil
- 90 60. (3) Labelaire 2111 PS label machines
w/stands (in disrepair)
- 92 61. (2) 10 hp air compressors
- 93 62. Van Air air drier
- 94 63. Lathe, Le Blond Regal
- 95 64. Endmill, Powermatic Millrite
M-MN S-751136
- 96 65. Bandsaw, Powermatic
M-143 S-643028
- 97 66. Beltsander
- 98 67. Power hacksaw, Racine Shearcut

99	68. Bench Grinder M-4Z672A
100	69. Lathe, Craftsman M-101-07383
101	70. Drill Press, Illinois Ind. Tool H.D. $\frac{1}{2}$ hp 5 speed M-50-IND S-22361
102	71. (4) Benches
103	72. Acetylene Torch valves and hose
104	73. Arcwelder, Lincoln M-AC-225-5
105	74. Boiler, Gas, Crown Aruba and hookup 3/4" line input 150,000 BTU/output 11,800 BTU M-DG150 S-016304
106	75. Misc. hand tools
107	76. Misc. guages, calipers, etc.
108	77. Misc. cabinets and shelves
109	78. Misc. tools, bits, endmills, etc.
110	79. Misc. power tools (circ. saw, drills, etc.)
111	80. Misc. fans, on stands and ceiling
112	81. (2) Wire stitcher, Heller & Co. #4
115	82. (2) Pump, Wilden diaphragm M-M2
116	83. Pump, Wilden diaphragm M-M4
117	84. (2) Beam floor balance
118	85. (2) Roller carts H.D. 3 tier (prior listed as 4 tier)
119	86. Misc. conveyor parts
120	87. Misc. production equipment, benches, stands, parts, rails, etc.
121	88. Misc. electric motors & drive units and related hardware
122	89. Misc. parts in shop, spare machine parts replacements, used jugs, set ups, etc.

123	90.	Misc. shop stock, wire, pipe, fittings, etc.
124	91.	Refrigerator, kitchen
125	92.	(10) Lunch tables with chairs
126	93.	Chairs in plant (assorted types)
127	94.	Coffee pot, kitchen utensils, etc.
128	95.	Asst. cardboard filing drawers
129	96.	(7) Electric typewriters
130	97.	(4) Manual typewriters
131	98.	(2) Safe, 2 drawer
132	99.	(5) Metal file cabinet, 3 drawer w/lock
133	100.	(3) Metal file cabinet, 2 drawer w/lock
134	101.	Computer, Control Data Point 4
135	102.	(3) Computer terminals, Hazeltine Corp. M- Esprit III
136	103.	Computer printer, Texas Instr. Part #2360013-0001
137	104.	(2) 4 drawer tank, legal size, lock, with table tops
138	105.	(2) Credenza, wood
139	106.	(2) Book Credenza, wood
140	107.	Sofa, brown vinyl loveseat
141	108.	(3) end tables
142	109.	(2) Billing typewriters
143	110.	Addressograph M-1950B
144	111.	Terryphone system
145	112.	Telephones
146	113.	Table, wooden
147	114.	(6) Desks, wooden

- 148 115. (24) Desks, metal
- 149 116. (11) Typing tables for metal desks
- 150 117. (13) Chairs, secretary w/wheels
- 151 118. (22) Chairs, regular
- 152 119. (10) Metal 4 drawer file cabinets
- 153 120. (14) Metal 2 drawer file cabinets
- 154 121. Paper shredder, Shredmaster
Bantam 10
- 155 122. Copy machine, Canon
M-NP200
- 156 123. Misc. office items: metal cabinets,
shelves, file cabinets, etc.
- 157 124. Misc. office items: waste baskets, pencil
sharpeners, wire baskets, calenders,
indexes, etc.
- 158 125. Misc. office items: Letter opener, folding
machine, adding machines, calculators, scale,
postage machine, etc.
- 159 126. Misc. office items" furniture, coat racks,
cigarette stand, pictures, bulletin boards, etc.
- 160 127. Misc. office items: Broken or worn out
calculators, dictaphones, equip., etc.
- 161 128. 1971 Ford Van
- 163 129. Drum roller, 55 gal., 2 station
- 164 130. Drum roller, 30 gal., 1 station
or 5 gal., 2 station
- 166 131. Hobart Lab blender/mixer
- 167 132. Wire stitcher, Silver Stitcher, Acme
- 170 133. Lockers, small personal

- 134. (5) Buss bars and related wiring
- 135. Misc. tape dispensers, glue pots, glue guns, etc.
- 136. Grayco drum pump
- 137. Stencil cutter, Marsh
- 138. Dennison Coder
- 139. Water heaters
- 140. Scale, Pitney Bowes
- 141. Roller tables (4 wheel)
- 142. Time Clock
- 143. (2) Torque testers
- 144. (2) Assembly tables
- 145. (2) Assembly tables, no conveyors
- 146. Magnetic lab mixer
- 147. Mimeograph
- 148. Misc. office supplies: paper, folders, envelopes, books, etc.
- 149. Storage bins, Production and Shipping
- 150. Storage racks
- 151. Pro-Gram Plastics Plastic Bottle Flammer

- Elgin Twin Filler (liquid filler)
- Resina Capper Mod[#] S-20 Ser[#] 3906
- Lightnin' Mixer Mod[#] MD4V (3)
 Ser[#] 6913513
 Ser[#] 6913514
 Ser[#] 6911836
- Groen Mixer 100 gal Mod[#] TA 100 SP
 Ser[#] 26568-C
- Groen Mixer 500 gal, jacketed w/Reeves Vari-drive
- Groen Kettle, jacketed Mod[#] PT60
 Ser[#] 13674
- Lee Mixer 15 gal jacketed w/Vari-drive
- Tanks, Snyder Polyolefin 500 gal w/stand
 and stainless plumbing (7)
- Powder filler, Wiz Packer ser.[#] 531405-F
- Homogenizer & Control, Arde Barenco Ser.[#] 0447 (Horn.)
 Ser.[#] 1579 (Cont.)
- Oven - Blue M Mod[#] SW 12TA
 Ser[#] 7597
- Craftsman Lathe Mod.[#] 101-07383
- Tape Machine Loveshaw Corp "Little David" Mod[#] LD10
 Ser[#] 8705771
- Scotch Application Tape Machine Mod[#] 674

- Marten P.S. Hot Stamping machine Mod[#] LP39
 Ser[#] 2000441
- Auto Roll Screen Printer w/Cycloflo Drier
 Mod[#] M-206
 Ser[#] 35252
- Alloyd Blister Pack Machine Mod GS-CEE
- Labeler, Avery (2) Mod[#] 500 M (w/Gottsch. Gdwr)
- Labeler, Avery Mod[#] 500 (w/Normal Coder)
- Labeler, Avery (2) Mod[#] 400
- Turntable Accumulator
- Conveyor Short w/drive
- Bottle bins on stands (all)
- Small personal lockers
- Large personal lockers
- Small conveyor table
- Clamco Heat Shrink Tunnel Mod[#] 850 R2

14. Salamander Kerosene Heater 301,000 BTU 115 V w/Thermostat
Keohring Master, B300D
- ea. 15. Pump: Louis Allis Milk Pump Model 14573-1 5 HP
2 units available
16. Pump: Flexflo Milk Pump Model A H
17. Pump: Moyno Screw Drive Model 1FG-3
18. Tank: 100 Gal. oil filled jacket with outside water heat coil
19. Tank: 50 Gal. Jacketed with agitator
20. Kettle: 50 Gal. Jacketed Hubbert Ser. 7734-1
21. Tanks: Cone Jacketed 3 Gals. with sweep agitators. 3 units,
2 with self-contained 5 gal. water heaters

1. National Instrument Fillamatic DAB 32-4 (4-stem)
liquid filler ser.# C-013309
2. Labelaire Model 2111 P.S. Labeler
3. Biner-Ellison 12 stem Fillabelmatic liquid filler
Ser.# FLA-26-SP-3329
4. Biner-Ellison Unscrambler (12-lane) Ser.# FU-3328
5. PMC Automatic 12 head capper and applicator placer
Mod.# RC 1200 Ser.# 5126
6. Nail Polish or small bottle filling and packing line (2,
Set up for Top/Bottom and side label
8 ft packing table
3 vacuum filling stations
6-8 applicator/cap applying stations
7. Kinsley Rollrite capper (2)
8. FMC Brush or filament feeder
9. Kiwi bottom coder Mod.# S 1534-P
Ser.# 88054
10. Kent (Keith) 3 roll mill Ser.# 1618
11. Markem P.S. Label Hot Stamping machine Mod.# LP275
Ser.# 752061
12. Pillar high frequency induction sealer 7.0 kw

13. Vertrod Sealing Bar Mod. # 24P
w/stand Ser. # V. 36578
w/o stand Ser. # V. 36577

(2)

Tonics

Antiseptic
Mild
Calming
Sedative
Stimulating

Creams

Bio Tissue
Hydra
Treatment
Day
Super Nutria
Cleansing

Scrubs

Apricot Kernal
Honey & Almond

Masques

Peel-off
Gel
Clay I, II, III

Facial Shampoo I & II

Hydra Gel I & II

Cleansing Lotion

Eye Cream

Protective Gel

After Bath Spray

Bath Oil

Foundation - Sheer & Cream

Additives

Azulene
Jojoba
Purcellin
Avocado
Mint
Camphor
Chamomile
Aloe Vera
Papaya Mint
Rose Hip
Peppermint
Humectant
Vitamin A D & E
Vitamin A D & E Emulsion
RNA/DNA
Collagen
Placenta
Allantoin
Resorcinol
Sunscreen Emulsion
Humectant Gel
Sunscreen Liquid
Papaya

EXHIBIT B

AGREEMENT FOR PURCHASE AND SALE OF ASSETS

THIS AGREEMENT is made at Toledo, Ohio, as of this 11th day of September, 1987, by E. LEE ISON, INC., hereinafter referred to as the "Purchaser," and CAMEO, INC., Debtor-in-Possession, an Ohio corporation, hereinafter referred to as the "Seller."

WHEREAS, the Purchaser desires to purchase and receive from the Seller, and the Seller desires to sell and assign to the Purchaser, substantially all of the Seller's properties and assets, (as more fully described below.)

NOW, THEREFORE, in consideration of the mutual promises and conditions herein contained, the parties hereby agree as follows:

ARTICLE I - PURCHASE AND SALE

1.1 Upon the terms and subject to all of the conditions of this Agreement and the performance by each of the parties of their respective obligations set forth in this Agreement, the Purchaser agrees to purchase from the Seller, and the Seller agrees to sell and deliver to the Purchaser on the Closing Date, substantially all of the Seller's properties and assets, including, but not limited to, furniture, equipment, inventory, corporate name, tradename, trademarks, service marks, logo, customer lists, contracts, and certain accounts receivable. The properties and assets to be conveyed and delivered include those described or referred to in Exhibit A attached to this Agreement. Specifically excluded from this transaction are the accounts receivable which accrued prior to September 11, 1987, and the common stock of Embellir Marketing Company. E.L.I. 2.P.3.

ARTICLE II - PURCHASE PRICE

2.1 Subject to the terms and conditions of this Agreement, and in full consideration for the conveyance, transfer, and delivery of the Seller's properties and assets to the Purchaser as provided herein, at the Closing, the Purchaser will deliver to the Seller a Merrell-Lynch C.M.A. check in the sum of Fifty-eight Thousand Dollars (\$58,000.00).

ARTICLE III - SELLER'S OBLIGATIONS NOT ASSUMED BY PURCHASER

3.1 The Purchaser will not assume and will not discharge or be liable for any debts, liabilities, or obligations of the Seller, including, without limitation, any (a) liabilities or obligations of the Seller to its creditors or stockholders as such, or as creditors; (b) liabilities or obligations of the Seller with respect to any transactions occurring after the Closing; (c) sales or income tax or other liabilities or obligations of the Seller incurred in connection with the sale of its properties and assets pursuant to this Agreement, or in connection with its liquidation or dissolution; or (d) any contingent liabilities or obligations of the Seller.

ARTICLE IV - CLOSING AND CERTAIN RELATED MATTERS

4.1 Closing Date. The Closing shall be on September 11, 1987, or such other date as the parties shall mutually agree upon. The time and place of the Closing shall be such as the parties shall mutually agree upon.

4.2 Instruments of Conveyance and Transfer. At the Closing:

(a) The Seller will deliver to the Purchaser such bills of sale, endorsements, assignments, and other good and sufficient instruments of conveyance

and transfer in form satisfactory to the Purchaser's counsel, Thomas P. Killam, or his designate, and containing full warranties of title, as shall be effective to vest in the Purchaser good, absolute, and marketable title to the properties and assets being transferred to the Purchaser by the Seller, free and clear of all liens, charges and encumbrances, and restrictions whatsoever; and

(b) The Seller will deliver to the Purchaser all the written contracts and agreements, commitments and rights, if any, pertaining to the Seller's business and other data relating to its assets, business, and operation, except its books of account and supporting records, corporate minute books and stock transfer records of the Seller.

(c) Simultaneously with such delivery, the Seller will take all such steps as may be requisite to put the Purchaser in actual possession, operation, and control of the properties and assets to be transferred pursuant to this Agreement.

4.3 Sales and Transfer Taxes and Fees. All applicable sales, transfer, documentary, use, filing, and other taxes and fees that may be due or payable as a result of the conveyance, assignment, transfer, or delivery of the property and assets to be conveyed and transferred as provided in this Agreement, whether levied on the Seller or the Purchaser, shall be borne by the Seller. The parties agree that the Purchaser shall not pay any such tax, but that all such taxes shall be paid by the Seller, subject to its right in good faith to contest the validity or amount thereof by proper proceedings at its expense.

4.4 Further Assurance to Purchaser. From time to time, after the Closing, at the request of the Purchaser, the Seller will execute and deliver to the Purchaser such other instruments of conveyance and transfer and take such other action as the Purchaser may reasonably require more effectively to convey, transfer to, and vest in, the Purchaser, and to put the Purchaser in possession of, any of the properties or assets to be conveyed, transferred, and delivered to the Purchaser pursuant to this Agreement.

ARTICLE V - REPRESENTATIONS AND WARRANTIES BY SELLER

As a material inducement to the Purchaser to execute and perform his obligations under this Agreement, the Seller hereby represents and warrants to the Purchaser as follows:

5.1 Organization of Seller. The Seller is a corporation, duly organized, validly existing, and in good standing under the laws of the State of Ohio and has all requisite corporate power and authority to carry on its business as it is presently being conducted, to enter into this Agreement, and to carry out and perform the terms and provisions of this Agreement. Seller has no subsidiaries and, further, has no direct or indirect interest (other than as a creditor under accounts receivable), either by way of stock ownership or otherwise, in any other firm, corporation, association, or business enterprise, except that Seller owns all of the issued and outstanding stock of Embellir Marketing Company. The stock of Embellir Marketing Company is not being acquired by Purchaser.

5.2 Changes. Since July 15, 1987, the Seller has not, without disclosing to Purchaser:

(a) Incurred any obligations or liabilities, absolute, accrued, contingent, or otherwise, except current liabilities incurred in the ordinary course of business;

(b) Mortgaged, pledged, subjected to lien, charge, or encumbrance, or granted a security interest in any of its assets, tangible or intangible;

(c) Canceled any debt or claim or sold or transferred any of its assets or properties, except sales out of inventory in the ordinary course of business;

(d) Suffered any damage, destruction, or loss (whether or not covered by insurance) affecting its properties, business, or prospects, or waived any rights of substantial value; or

(e) Entered into any transaction other than in the ordinary course of business.

5.3 Litigation. Except as disclosed to Purchaser concurrently herewith, ~~Seller knows of~~ ^{and} there are no actions, suits, or proceedings pending or threatened against the Seller or affecting any of its properties or rights, at law or in equity, or before any federal, state, municipal, or other governmental agency or instrumentality, domestic or foreign, nor is the Seller, or any of its officers or directors, aware of any facts which to its or their knowledge might result in any such action, suit, or proceeding. The Seller is not in default with respect to any order or decree of any court or of any such governmental agency or instrumentality.

5.4 Compliance With Law and Other Instruments. Except as Seller has specifically disclosed to Purchaser concurrently herewith, the Seller knows of no violation of any term or provision of any charter, bylaw, mortgage, indenture, contract, agreement, instrument, judgment, decree, order, statute, rule or regulation, and, to Seller's knowledge the execution and delivery of and performance and compliance with this Agreement will not result in the violation of or be in conflict with or constitute a default under any such term or provision or result in the creation of any mortgage, lien, encumbrance, or charge upon any of the properties or assets of the Seller pursuant to any such term or provision.

5.5 Corporate Acts and Proceedings. The sale and transfer of assets by the Seller, as provided for in this Agreement, have been approved and consented to by the Board of Directors of the Seller and by its sole shareholder, Robert P. Fedynich, and all action required by any applicable law or otherwise by the stockholder of the Seller with regard to such sale and transfer of assets by Seller (and its change of name to O. E. MAC Corporation) have been appropriately authorized and accomplished. ELU
RPT.

5.6 Title to Properties and Assets. The Seller has good, absolute, and marketable title to all of its properties and assets being sold to the Purchaser pursuant to this Agreement, including, without limitation, those described or referred to in Exhibit A, held in each case subject to no lease, mortgage, pledge, lien, charge, security interest, encumbrance, or restriction whatsoever, except for the security interest held by the First National Bank of Toledo ("FNB"). Seller agrees to exert its best efforts to cause FNB to release its security interest in the properties and assets being sold to Purchaser pursuant to this Agreement at or before the Closing.

5.7 Dealers. The introduction of the Seller to the Purchaser and all negotiations on the part of the Seller relative to this Agreement and the transaction contemplated hereby have been effected and carried on by the Seller directly with the Purchaser without the intervention of any dealer, finder, or other person, who is entitled to a commission or fee.

5.8 Disclosure. No representation or warranty by the Seller in this Agreement, or in any writing attached to this Agreement,

contains or will contain any untrue statement of material fact or omits or will omit to state any material fact (of which the Seller or any of its directors or its sole stockholder has knowledge or notice) required to make the statements herein or therein contained not misleading.

ARTICLE VI - CONDITIONS PRECEDENT TO THE CLOSING BY PURCHASER

The obligation of the Purchaser to consummate this Agreement is subject to and conditioned upon the satisfaction, at or prior to the Closing, of each of the following conditions:

6.1 Compliance With Agreement. All the terms and conditions of this Agreement to be complied with and performed by the Seller on or before the Closing Date, including the delivery to the Purchaser of all schedules, documents, and instruments required to be delivered to Purchaser by this Agreement, shall have been complied with and performed.

6.2 Approval of Legal Matters By Purchaser's Counsel. The validity or legality of all actions, proceedings, instruments, and documents required to carry out this Agreement or incidental thereto, and all other related legal matters, shall have been approved by Purchaser's counsel, Thomas P. Killam, or his designate, and there shall have been furnished to such counsel by the Seller such corporate and other records of the Seller as he may have requested for such purpose.

6.3 Counsel's Opinion. The Seller shall have delivered to the Purchaser an opinion, dated the date of the Closing, of Seller's bankruptcy counsel, Russell R. Miller, to the extent that:

(a) The Seller is a duly organized and validly existing corporation in good standing under the laws of the State of Ohio;

(b) The Seller has the corporate power to carry on its business as it is presently being conducted, to enter into this Agreement, to assign, transfer, and deliver to the Purchaser the properties and assets of the Seller as contemplated by this Agreement, and to carry out the provisions of this Agreement;

(c) All corporate proceedings required by law or by the provisions of this Agreement to be taken by the Board of Directors and the sole shareholder of the Seller on or prior to the date of this Agreement in connection with the consummation of the transactions contemplated by this Agreement, have been duly and validly taken;

(d) This Agreement and the instruments executed and delivered to Purchaser pursuant to this Agreement have been fully and properly authorized, executed, and delivered, and to the best of counsel's knowledge at this time, constitutes the legal, valid, and binding obligation of the Seller or the sole stockholder of the Seller, enforceable in accordance with their terms;

(e) Other than as disclosed to Purchaser, by Seller, such counsel has no knowledge of any litigation, proceeding, or governmental investigation (whether state or federal) or labor dispute or labor trouble pending or threatened against or relating to the Seller or its properties and assets.

(f) All actions relating to the sale contemplated by this Agreement, required by the U.S. Bankruptcy Code, and rules adopted in connection therewith, and local Bankruptcy Court rules and practice, have been taken, without objection, and Seller is, on that basis, authorized to conclude the sale contemplated by this Agreement.

6.4 Consent of Secured Lender. At or prior to closing, the Seller shall use its best efforts to obtain ~~have obtained~~ the written consent of First National Bank of Toledo ("FNB") to the proposed sale of properties and assets upon which it has a secured claim. The consent of FNB shall be in such form as is satisfactory to Purchaser's counsel. 262

6.5 Employment Agreement. The parties stipulate and acknowledge that Purchaser would not be purchasing the properties and assets of the Seller without a commitment from Robert P. Fedynich to be employed by Purchaser. Therefore, as a material inducement to Purchaser to enter into this transaction, and as a condition precedent to Purchaser's obligations to close the transaction and deliver the purchase price, at or prior to Closing, Purchaser shall receive a written employment agreement containing such terms and provisions as shall be mutually agreed upon, including, but not limited to, a covenant not to compete, signed by Robert P. Fedynich.

6.6 Representations and Warranties. The representations and warranties of the Seller in Article V shall be deemed to have been made again on the Closing Date and then be true and correct, subject to any changes contemplated by this Agreement.

ARTICLE VII - NATURE AND SURVIVAL OF REPRESENTATIONS AND WARRANTIES.

7.1 The representations and warranties contained in and made pursuant to this Agreement shall survive the execution and delivery of this Agreement and all inspections, examinations, and audits made at any time by or on behalf of any of the parties.

ARTICLE VIII - FIRE OR CASUALTY

8.1 The Seller assumes all risk of destruction, loss, or damage due to fire or other casualty up to the date of Closing. Upon the destruction, loss, or damage due to fire or other casualty of a substantial portion of the assets listed in Exhibit A, the Purchaser shall have the option to terminate this Agreement and all rights of the Purchaser and the Seller shall terminate. The Purchaser shall notify the Seller within seven (7) days after receiving written notice of such destruction, loss, or damage due to fire or other casualty, of its decision to terminate this Agreement. If the Purchaser does not timely notify the Seller of termination, this Agreement shall remain in full force and effect, provided, however, the purchase price shall be adjusted at the Closing to reflect such destruction, loss, or damage, and if the Purchaser and Seller are unable to agree upon the amount of such adjustment, the dispute shall be determined by an independent appraiser and such determination shall be binding upon both the Purchaser and Seller.

ARTICLE IX - MISCELLANEOUS

9.1 Assignment. This Agreement shall not be assignable by the Seller or Purchaser without the consent of the other. Nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties to this Agreement or their successors, any rights or remedies under, or by reason of, this Agreement.

9.2 Expenses. Each of the parties shall bear all expenses incurred by them in connection with this Agreement and in the

consummation of the transactions contemplated hereby and in preparation thereof.

9.3 Amendment and Waiver. This Agreement may be amended or modified at any time and in all respects, or any provision may be waived by an instrument in writing executed by the Purchaser and the Seller, or either of them in the case of a waiver.

9.4 Notices. Any notices or other communications required or permitted by this Agreement shall be sufficiently given if delivered personally or sent by registered or certified mail, postage prepaid, addressed to the Seller or its sole stockholder at 758 Second Street, Building #2, Ampoint Industrial Complex, Perrysburg, Ohio 43551, or the Buyer at 4532 Corey Road, Toledo, Ohio 43623, or at such other address as shall be furnished in writing by any party to the others, and shall be deemed to have been given as of the date so delivered or deposited in the United States mail, as the case may be.

9.5 Choice of Law. It is the intention of the parties that the laws of Ohio should govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties.

9.6 Section and Other Headings. Section, paragraph, and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

9.7 Counterpart Execution. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

9.8 Gender. All personal pronouns used in this Agreement shall include the other genders whether used in the masculine or feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

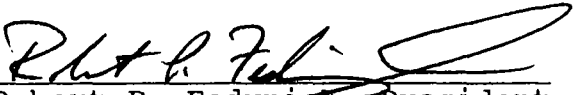
9.9 Parties in Interest. All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the Seller, the Purchaser, and their respective successors and assigns.

9.10 Integrated Agreement. This Agreement constitutes the entire agreement between the parties, and there are no agreements, understandings, restrictions, warranties, or representations between the parties other than those set forth in this Agreement or as provided for in this Agreement.

SELLER:

Cameo, Inc.

By:



Robert P. Fedynich, President


Robert P. Fedynich, Individually

PURCHASER:

E. Lee Ison, Inc.

By:


E. Lee Ison, President